



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

May 10, 2002

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

TARIFF FILING

0200542

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN02-1228-01

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued May 10, 2002. We request that this tariff be effective May 20, 2002.

General Subscriber Services Tariff A
Section A5 - First Revised Page 301

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

On April 3, 2001, the Authority adopted new Rules in Docket No. 00-00702. In view of the Authority's expressed desire to implement these Rules as the Authority's policy pending final approval, BellSouth filed a tariff to voluntarily comply with these Rules, and that tariff became effective on August 15, 2001. Since these Rules have now been implemented as the Authority's policy, BellSouth is submitting this filing under provisions in those Rules which allow a 10-day interval for the Authority's review and approval of tariffs for special contracts.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Paul Stinson /for

Attachment

EXECUTIVE SUMMARY
CSA NO. TN02-1228-01

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with a per minute rate for intrastate, intraLATA Aggregated BellSouth® WatsSaver® service.

DESCRIPTION OF SERVICE:

This Contract Service Arrangement provides a per minute rate for intrastate, intraLATA Aggregated BellSouth® WatsSaver® service as described in A20 of the General Subscriber Services Tariff.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Arrangement is for a term of 2 years. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

- A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN02-8017-00

This Contract Service Arrangement provides rates and charges for BellSouth® Centrex service and MemoryCall® service served out of a SESS central office for a minimum service period of thirty-six (36) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

- (1) BellSouth® Centrex service, Payment Plan 3

	Nonrecurring Charge	36 Months Monthly Rate	USOC
(a) Standard common equipment, each	\$600.00	\$-	MIACS
(b) Common equipment customized by the Company at the subscriber's request, each	750.00	-	MIACC
(c) Station Links Equipped with Caller ID, Flat Rate, each	19.50	39.00	M4LFH
(d) Station Links for Provision in a Different Serving Wire Center, Flat Rate, each	19.50	39.00	M4LFM
(2) BellSouth® Centrex service			
(a) Standard Features, per station line, each	-	-	CENAA
(b) Assumed Dial 9, per system	40.50	1.10	M2DDA
(c) Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate	-	-	M9QCX
(3) MemoryCall® service, MemoryCall® Deluxe Voice Messaging Service			
(a) Each Mailbox	15.00	6.00	VMZ1X
(4) BellSouth® Desktop Complete			
(a) Per group of initial installed BellSouth® Centrex service non-ISDN Station Links	-	1.00	WBB7W

Case No. TN02-1228-01

This Contract Service Arrangement provides intrastate, intraLATA Aggregated BellSouth® WatsSaver® service for a minimum service period of twenty-four (24) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers.

- (1) Aggregated Regional WatsSaver® service

	Rate Per Minute	USOC
(a) Per minute rate	\$.03	WWW34

**ADDENDUM
AGREEMENT**

Case Number TN02-1228-01

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and [REDACTED] ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

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Customer Initials [REDACTED]

Date 4-1-02

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7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
2180 Lake Blvd
Atlanta, GA 30319

Subscriber

[REDACTED]

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

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[REDACTED]

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11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

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Option 1 of 1

Offer Expiration: This offer shall expire on: 6/25/02.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides a per minute rate for intrastate, intraLATA Aggregated BellSouth® WatsSaver® service.

This is a regional Contract Service Arrangement (CSA) Agreement and includes terms and conditions for the following state specific CSAs: Alabama (AL99-1703-07), Florida (FL99-1666-05), Georgia (GA99-1374-04), Kentucky (KY99-1724-05), Louisiana (LA99-1717-05), Mississippi (MS99-1721-05), North Carolina (NC99-1674-05), South Carolina (SC99-1699-05), and Tennessee (TN02-1228-00).

This Agreement is for twenty-four (24) months with a minimum service period of twenty-four (24) months.

The service interval shall be negotiated.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

By: 

Authorized Signature

Printed Name: 

Title: I.S. Contracts Mgr.

Date: 4/1/02

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: Technical Barry Rutherford

Authorized Signature

Printed Name: Barry Rutherford


Title: Technical Branch Manager

Date: 4-4-02

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RATES AND CHARGES


<u>Rate Element</u>	<u>Usage Charge</u>	<u>USOC</u>
1. Aggregated Regional WatsSaver service Per minute rate (See Notes)	\$.03	CP 4 www 34

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RATES AND CHARGES

NOTES:

Note 1:

For Aggregated WatsSaver service, the Customer agrees to the following:

Term Commitment: 24 months

Regional Minimum Monthly Usage Commitment: 220,620 minutes

Regional Minimum Monthly Settlement Amount: \$6,618.00

a. If the Regional Minimum Monthly Usage Commitment has not been met, the Customer will be billed the Regional Minimum Monthly Settlement Amount.

b. Usage will be calculated by combining the minutes for Aggregated WatsSaver service for the Region.

Note 3:

Region, as referred to above, includes Alabama (AL99-1703-07), Florida (FL99-1666-05), Georgia (GA99-1374-04), Kentucky (KY99-1724-05), Louisiana (LA99-1717-05), Mississippi (MS99-1721-05), North Carolina (NC99-1674-05), South Carolina (SC99-1699-05), and Tennessee (TN02-1228-00).

Note 4:

A termination liability will be assessed to the Customer if the service is terminated prior to the expiration of the Term Commitment. The amount to be assessed will be equal to the Regional Minimum Monthly Settlement Amount multiplied by the number of months remaining in the Term Commitment, plus a Contract Preparation Charge of \$1,864.00 for the Region. Notwithstanding the preceding, for service provided in Tennessee only, termination liability will be calculated as specified in Attachment 1.

Note 5:

In the event that an eligible BTN is not listed among eligible BTNs on the effective date of this agreement and is discovered to be eligible during the term of this agreement, it will be added to the list of eligible BTNs and a credit will be issued back to the effective date of this agreement to cover the difference in price.

Note 6:

If a tariff is approved during the term period of this Agreement which would further reduce the rates provided herein, the Contract Service Arrangement will convert to tariff rates.

Note 7:

Upgrade of Service:

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The Subscriber may upgrade to another BellSouth toll plan under contract with no termination liability if the following conditions are met:

- a) The service period of the agreement for the new toll plan is equal to or longer than the remaining service period of the discontinued agreement, and
- b) The service orders to initiate the toll plan and discontinue the old service are related together and received by the Company at the same time, and there is no lapse in service between initiation of the new toll plan and discontinuance of the existing toll plan, and
- c) The usage commitment for the new toll plan is equal to or greater than the existing toll plan.

Although there is no termination liability if the preceding conditions are met, full nonrecurring charges for the new toll plan are applicable.

Note 8:

This Agreement must be approved by the Tennessee Regulatory Authority.

Note 9:

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1


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Attachment 1

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:

A. Customer has received offers for comparable services from one or more other service providers. Providers include AT&T.

B. Customer is purchasing or has purchased comparable services from one or more other service providers. Providers include AT&T and Sprint.

C. Customer has been contacted by one or more other service providers of comparable services. Providers include AT&T.

D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services. Providers include their current IXC, AT&T, Sprint and WorldCom.

2. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.

3. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 1, Paragraph 2 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the Agreement period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$448.00. In any event, the estimated termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 2 above and based on information available at the time of termination.

4. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this

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Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.


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